

The Honorable Benjamin H. Settle

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

LAND ROVER, a foreign company,

Plaintiff,

v.

BRITISH NORTHWEST ROVER, LTD.,  
f/k/a British Northwest Land-Rover Co.,  
and CHARLES KELLOGG,

Defendants.




No. 3:12-cv-05682

PERMANENT  
INJUNCTION AND CONSENT  
JUDGMENT

Noted for Consideration:  
January 11, 2013

THIS MATTER comes before the Court upon the stipulated motion of plaintiff Land Rover and defendants British Northwest Rover, Ltd. ("British") and Charles Kellogg ("Kellogg") (collectively, the "Defendants") for entry of a permanent injunction and consent judgment, filed on January 11, 2013. After the filing, the Court rejected a part of the initial proposed language in the "Persons Bound" section and provided Land Rover an opportunity to amend the language such that it would be acceptable to the Court and the opposing party. Land Rover has amended the language and hereby re-submits the proposed order. Having reviewed the materials submitted, and being fully advised, the Court rules as follows:

WHEREAS, Land Rover has demonstrated its ownership of, *inter alia*, the following registered and/or common law trademarks and service marks in the United States (collectively, the "Land Rover Marks");

Mark	U.S. Reg. No.	Goods / Services
	1,201,939	Automobiles and structural parts therefor (Class 012)
	3,485,024	Sports utility vehicles (Class 012)
	3,524,906	Automobile repair and maintenance. (Class 037)
LAND ROVER	0,541,722	Motor cars, commercial motor road vehicles, namely, trucks, truck trailer combinations, estate wagons, and structural parts thereof (class 012)

Mark	U.S. Reg. No.	Goods / Services
LAND ROVER	1,876,223	<p>Paints for use in the manufacture and repair of automobiles (Class 002)</p> <p>Synthetic and mineral based oils, greases and lubricants for automobiles (Class 004)</p> <p>Metal hardware, namely nuts, bolts, washers, pop-rivets, wire tow ropes and metal badges (Class 006)</p> <p>[C]arburetors and engine fuel injectors; turbochargers; electric ignitions; engine speed governors; . . . electric generators; and parts for the aforesaid goods (Class 007)</p> <p>Automotive vehicle air conditioners; automotive vehicle lights, namely headlights, tail lights, interior lights, indicator lights, spot lights, foglights, reversing lights and high intensity rear fog lights (Class 011)</p> <p>Oil filters for automobiles (Class 012)</p> <p>Automobile floor mats (Class 027)</p> <p>Repair and maintenance services for motor vehicles and for parts, fittings and accessories of motor vehicles. (Class 037)</p>
LAND ROVER	2,767,628	Motor vehicles, namely, automobiles, sport-utility vehicles, trucks and vans, and structural parts and engines therefor; bicycles. (Class 012)
ROVER	3,566,367	Automobiles and their structural parts and engines; fitted and semi-fitted vehicle covers, rooftop carriers, insignia badges, sunshades, steering wheel covers, grilles, bug deflectors, wheel covers, wheels, mud flaps, all for automobiles (Class 012)
ROVER	3,474,334	Automobiles and structural parts therefor (Class 012)
RANGE ROVER	1,876,307	Repair and maintenance services for motor vehicles and for parts, fittings, and accessories of motor vehicles (class 037)
RANGE ROVER	0,929,034	Road and cross-country motor car of the station-wagon type and structural parts thereof (class 012)



1 WHEREAS, Defendants have used in commerce marks that are derivative of or  
2 likely to cause confusion with or dilute the Land Rover Marks, including the trade name the  
3 name "British Northwest Land-Rover Co." and the internet domain names <www.land-  
4 roverco.com> and <www.britishnwrover.com> (collectively, the "Infringing Marks") as  
5 well as several of the Land Rover Marks; and

6 WHEREAS, as a fair and reasonable compromise of this case, the Court hereby  
7 ORDERS as follows:

8 1. Permanent Injunction. Defendants shall be and hereby are  
9 PERMANENTLY ENJOINED and RESTRAINED from making any commercial use  
10 whatsoever of any word, term, symbol, mark, logo, or other device that contains any of the  
11 Infringing Marks, any of the Land Rover Marks, and any other mark likely to cause  
12 confusion with or dilute the Land Rover Marks, including but not limited to as part of a  
13 business name, sign, internet domain name, Sponsored Advertisement, AdWord, metatag,  
14 or keyword advertisement. The only exception to this prohibition is that Defendants may  
15 use the plain word portion of a Land Rover Mark (for example, the word "Land Rover") in  
16 a purely descriptive, nominal, non-trademark sense (such as, for example, informing  
17 customers that Defendant Charles Kellogg "specializes in the repair of Land Rover  
18 vehicles"). In order to be a permitted, non-trademark use under the terms of this Injunction,  
19 the word must be in the same font and type size as the surrounding text, may not be  
20 stylized, may not be part of a logo, and may not be used as a portion of any business name  
21 or internet domain name. Defendants may not use any portion of a Land Rover Mark in  
22 connection with the word AUTHORIZED, or with any similar word which suggests any  
23 form of endorsement or authorization by Land Rover of Defendants' activities.

24 2. Persons Bound. This injunction applies to defendants British and Kellogg  
25 and all persons in active concert or participation with any of them with knowledge of this  
26 order, including the Washington corporation Dare Britannia, Ltd., of which Kellogg is the

1 principal. Defendants shall provide a copy of this order to each such person involved in any  
2 of the subject matter of this litigation, including but not limited to its website developer(s)  
3 and marketing agent(s). This permanent injunction and consent judgment shall bind and  
4 benefit the heirs, executors, administrators, successors, assigns, parents, affiliates, members  
5 and subsidiaries of Land Rover and Defendants.


6 3. Money Judgment. Judgment is entered against British and Kellogg, jointly  
7 and severally, in the amount of Seventeen Thousand Dollars (\$17,000.00) (the "Judgment  
8 Amount"). In satisfaction of the Judgment Amount, Land Rover agrees to accept Fourteen  
9 Thousand Dollars (\$14,000.00) (the "Settlement Amount"). Defendants must pay the  
10 Settlement Amount in monthly installments of One Thousand Dollars (\$1,000.00) for 14  
11 consecutive months, due on the first day of each month beginning January 1, 2013.  
12 Payments shall be made by cash or by check payable to Land Rover and delivered to Land  
13 Rover's counsel Brian D. Wassom, Honigman Miller Schwartz and Cohn LLP, 39400  
14 Woodward Ave., Suite 101, Bloomfield Hills MI 48304, or such other representative as  
15 Land Rover shall appoint by mail delivered to Defendants' counsel of record in this case.  
16 There will be no pre-payment penalty. In the event any single payment is more than forty  
17 five (45) days overdue and except as otherwise set forth herein, payment shall be escalated  
18 such that the entire remaining amount is due immediately, with applicable judgment  
19 interest. In the event that Defendants have prepaid a portion of the cash consideration, the  
20 forty-five day period shall be tolled to the extent of the pre-payment.

21 4. Transfer. Within 10 days of the entry of the Consent Judgment, Defendants  
22 shall transfer to Land Rover any and all internet domain names containing any of the Land  
23 Rover Marks (including the word "Rover"), under the ownership or control of either  
24 Defendant, including but not limited to <www.land-roverco.com> and  
25 <www.britishnwrover.com>. Defendants shall cooperate with Land Rover in this process.  
26 For example, and without limitation, Defendants shall promptly disclose to Land Rover all

1     Infringing Domain Names, and shall obtain or provide any information necessary to  
2     complete the transfer.

3             5.     Confirmation. Within 10 days of the entry of the Consent Judgment,  
4     Defendants shall deliver to Land Rover notarized confirmation that Defendants have  
5     destroyed all previously undistributed advertising materials using any of the Infringing  
6     Marks.

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8     DATED: January 23, 2013

  
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Honorable Benjamin H. Settle  
United States District Judge